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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 UNITED STATES OF AMERICA,)
13)
Plaintiff,)
14)
v.)
15)
\$79,320 IN UNITED STATES)
16 CURRENCY,)
Defendant.)
17)

C 05-4068 BZ

SETTLEMENT AGREEMENT
AND ORDER.

18 CONRAD GOEHAUSEN,)
19)
Claimant.)
20)

21 UNITED STATES OF AMERICA,)
22)
Plaintiff,)
23)
v.)
24)
REAL PROPERTY LOCATED AT)
25 6 REDWOOD DRIVE, SAN RAFAEL,)
CALIFORNIA (APN 12-201-21); ET AL.,)
26)
Defendant.)
27)

C 05-4359 BZ

SETTLEMENT AGREEMENT
AND ORDER

28 CONRAD GOEHAUSEN AND VICTORIA)
BENDIX GOEHAUSEN,)
Claimants.)

1 The parties stipulate and agree as follows:

2 1. Plaintiff is the United States of America ("United States") in both actions. There
3 are four defendants: (1) \$79,320 in United States Currency (No. C 05-4068 BZ); (2) real property
4 located at 6 Redwood Drive, San Rafael, California (No. C 05-4359 BZ); (2) (Approximately)
5 \$26,637.93 seized from Wells Fargo Account Numbered 029-7492050 (No. C 05-4359 BZ); (3)
6 and (Approximately) \$20,708.18 seized from Bank of America Account No. 01829-14411
7 (No. C 05-4359 BZ). The only claimant in C 05-4359 is Conrad Goehausen. The two claimants
8 in C 04-4359 is Conrad Goehausen and Victoria Bendix Goehausen. Plaintiff and claimants in
9 both actions are hereafter referred to as the "parties" in this document which is hereinafter
10 referred to as the "Settlement Agreement" or "Agreement."

11 2. After full and open discussion, the parties agree to resolve any and all claims
12 against all four defendants identified in paragraph one above.

13 3. The parties agree that the resolution of the lawsuit is based solely on the terms
14 stated in this Settlement Agreement. It is expressly understood that this Agreement has been
15 freely and voluntarily entered into by the parties. The parties further agree that there are no
16 express or implied terms or conditions of settlement, whether oral or written, other than those set
17 forth in this Agreement. This Agreement shall not be modified or supplemented except in
18 writing signed by the parties. The parties have entered into this Agreement in lieu of continued
19 protracted litigation and District Court adjudication.

20 4. The parties agree that claimants Conrad Goehausen and Victoria Bendix
21 Goehausen release and discharge the United States, as well as any past and present officials,
22 employees, agents, attorneys, their successors and assigns, from any and all obligations, damages,
23 liabilities and demands of any kind and nature whatsoever, whether suspected or unsuspected, at
24 law or in equity, known or unknown, arising out of the allegations set forth in plaintiff's
25 Complaint for Forfeiture, filed on October 7, 2005 in No. 05-4068 and Complaint for Forfeiture
26 filed on October 25, 2005 in No. C 05-4359.

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1 5. In order to resolve this case without the expense of further litigation, the parties
2 agree that

- 3 a. defendant \$79,320, defendant \$26,637.93 and \$708.18 of defendant
4 \$20,708.18 shall be forfeited to the United States without further notice to
5 claimants;
6 b. \$20,000 of defendant \$20,708.18 shall be returned to claimants by a check
7 made payable to claimants Conrad Goehausen and Victoria Bendix
8 Goehausen and to their attorney, Gabriel Caswell, and delivered within 30
9 days of the date that this Settlement Agreement is entered as an order by
10 the Court, to their attorney, Gabriel Caswell at 506 Broadway, San
11 Francisco, California; and
12 c. the United States shall file a release of the *lis pendens* against defendant
13 6 Redwood Drive, San Rafael, California, within 15 days of the date that
14 this Settlement Agreement is entered by the Court as an order.

15 6. The payment to claimants and the lifting of the *lis pendens* described in
16 paragraph 5 above shall be in full settlement and satisfaction of any and all claims by claimants
17 Conrad Goehausen and Victoria Bendix Goehausen, their heirs, representatives and assignees to
18 defendants.

19 7. Claimants Conrad Goehausen and Victoria Bendix Goehausen shall hold harmless
20 the United States, including its agents, officers, representatives and employees, as well as any
21 and all state and local law enforcement officials, for any and all acts directly or indirectly related
22 to the seizure and forfeiture of defendants.

23 8. The United States and Claimant agree that each party shall pay its own attorneys
24 fees and costs.

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9. Based on the foregoing, the parties agree that the Court shall dismiss this action, but retain jurisdiction for implementation of this Settlement Agreement.

IT IS SO STIPULATED:

January 31, 2007
Dated: December 11, 2006

KEVIN V. RYAN
United States Attorney

Patricia J. Kenney
PATRICIA J. KENNEY
Assistant United States Attorney
Attorneys for the United States of America

Dated: December 11, 2006

Gabriel Caswell
GABRIEL CASWELL
Attorney for Claimants Conrad Goehausen
and Victoria Bendix Goehausen

Dated: December 11, 2006

Conrad Goehausen
CONRAD GOEHAUSEN
Claimant

Dated: December 11, 2006

Victoria Bendix Goehausen
VICTORIA BENDIX GOEHAUSEN
Claimant

PURSUANT TO THE FOREGOING STIPULATION OF THE PARTIES, IT IS SO ORDERED
ON THIS 31 DAY OF Feb, 2007, AND IT IS FURTHER ORDERED THAT THIS
CASE BE, AND HEREBY IS, DISMISSED. THE COURT SHALL RETAIN JURISDICTION
FOR THE IMPLEMENTATION OF THIS SETTLEMENT AGREEMENT.

Bernard Zimmerman
HONORABLE BERNARD ZIMMERMAN
United States Magistrate Judge